IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.183 OF 2006

M/s.Magna Graphics (India) Ltd., ..Petitioners

Versus

M/s.GR8 Publications Pvt.Ltd., ..Respondents

Mr.Bipin Shukla i/by SRS Legal for the petitioners.

Mr.Y.D.Mulani for the respondents.

Coram : R.S.Mohite,J

Date : 17.08.2006.

PC

1. Heard both sides. It is the case of the petitioners that they were printing magazines of GR8 for the company in respect of which winding up is sought. Invoices were raised on 2.2.2004 and 3.3.2004 for the total amount of Rs.6,06,789/-. Out of this, an amount of Rs.32,328/- was received and balance amount of Rs.5,74,461/- was due. Statutory notice was issued but no reply was received. Therefore, petition for winding up is filed. On perusal of the reply, 3 defences are raised by the company. The first is that there is no contract, 2nd is that the magazine which was printed for the months February-2004 and March-2004 had sub-standard work of printing and the 3rd one is that the CD’s which were supplied to the petitioners were not returned back. Reliance is

also placed on a reply dated 21.10.2004 which was sent to the Advocate for the petitioners.

2. In the rejoinder, petitioners have given details about how the CD's which have been given for printing the magazine were returned.

3. I have perused all the pleadings. The defence that there was no contract has to be rejected as it is seen that the printing work was being conducted for the company from August-2003. As regards the contention that there was sub-standard material used during the printing, reliance is placed upon a reply to the statutory notice which is annexed to the affidavit-in-reply. It is fairly admitted by the Advocate for the company that company does not have any acknowledgment to show that this reply was served upon the Advocate for the petitioners. Even assuming that such reply was served, in the last paragraph, there is a clear admission that on return of CD's payment will be made. In so far as non return of CD's and the alleged loss, the said loss, by way of damages will have to be proved. Company have liberty to file a suit to claim such damages. It is not disputed that the magazines for the month of February-2004 and March-2004 were infact released and distributed to the public and the company therefore, sold these magazines. There is no complaint made by any of the customer and

even today, advocate for the company does not have any copy of the magazine to show that the same was sub-standard material. In this regard it is important to note that on the delivery challans, there is an endorsement that the material was received in good condition. It was sought to be contended by the Advocate that it was merely a printed column. I do not find this argument acceptable. In the interest of justice, I intend to give 8 weeks time to the company to deposit the claimed payment of Rs.5,74,461/-. Company is therefore, directed to deposit in this Court, an amount of Rs.5,74,461/- within a period of 8 weeks from today. If there is default in depositing this amount, the petition to stand admitted. On its admission, petition will be advertised in the Indian Express & Navshakti and the official Gazatte at the cost of the petitioners. Petitioners will also deposit Rs.2000/- as further costs within a period of 4 weeks from the date of admission, if any.

(R.S.Mohite,J)